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6 **IN THE DISTRICT COURT OF GUAM**

7 **IOSUA MASEN,**

CIVIL CASE NO. CIV _____

8 Plaintiff,

9 vs.

10 **COMPLAINT**

11 **CONSOLIDATED TRANSPORTATION**
12 **SERVICES, INC. dba CTSI**
13 **LOGISTICS GUAM, TYRONE ELLIOTT**
14 **and CENTURY INSURANCE COMPANY**
15 **(GUAM) LIMITED,**

16 Defendants.

17 **INTRODUCTION**

18 1. This is an action for damages for the injuries suffered by
19 plaintiff as a result of an auto-pedestrian accident in Piti, Guam
20 caused by the negligence of defendant Tyrone Elliott in the
21 operation of a Freightliner tractor trailer truck owned by
22 defendant CTSI Logistics, while acting within the course and scope
23 of his employment with defendant CTSI Logistics.

24 **JURISDICTION**

25 2. This court has jurisdiction pursuant to the provisions of 28
26 U.S.C. §1332. This Court has subject matter jurisdiction over this
27
28

1 action because, as will be shown below, the parties have complete
2 diversity of citizenship and the amount in controversy exceeds the
3 sum of \$75,000.00.

4
5 **PARTIES**

6 3. Plaintiff Iosua Masen is an adult individual, and a citizen of
7 the Federated States of Micronesia.

8
9 4. On information and belief, defendant Tyrone Elliott is an
10 adult individual and a resident of Guam (hereinafter "Elliott").

11
12 5. On information and belief, defendant Consolidated
13 Transportation Services, Inc. is a Guam corporation duly licensed
14 to do business on Guam and is doing business as CTSI Logistics Guam
15 (hereinafter "CTSI").

16
17 6. Defendant Century Insurance Company (Guam) Limited,
18 (hereinafter "Century Insurance") is an insurance company licensed
19 to do business on Guam.

20
21 **FACTS**

22 7. On or about May 10, 2022 at approximately 1:58am, plaintiff
23 was standing by and in the process of locking his common law wife's
24 parked vehicle on the shoulder of the roadway along Route 1 in
25 Piti, Guam near his home located across from the Day Buy Day
26 Market.

1 8. At said date, time and place, defendant Elliott was driving a
2 a 2017 white Freightliner tractor trailer truck with License Plate
3 Number 2915CV (hereinafter "Freightliner") and struck plaintiff,
4 then fled the scene of the accident.

5
6 9. At all relevant times herein, defendant Elliott was an
7 employee of CTSI and was acting within the course and scope of his
8 employment.

9
10 10. At all relevant times herein, defendant CTSI owned the
11 Freightliner subject of this action.

12
13 11. At all relevant times herein, defendant Elliott was operating
14 the Freightliner with CTSI's knowledge and consent.

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16 12. At all relevant times herein, defendant Elliott was operating
17 the Freightliner in his capacity as an employee of CTSI while
18 acting within the course and scope of his employment with CTSI.
19 Therefore, defendant CTSI is liable for the negligence of defendant
20 Elliott, as set forth below, under the doctrine of *respondeat*
21 *superior*.

22
23 13. On information and belief, at all relevant times herein,
24 defendant CTSI failed to exercise reasonable care in selecting,
25 hiring and retaining it's employee, Tyrone Elliott, who is
26 unskilled and incompetent to safely operate it's Freightliner.

1 14. At said date, time and place, defendant Elliott failed to
2 operate the Freightliner with due care and otherwise failed to
3 operate the Freightliner in a safe and prudent manner. Defendant
4 Elliott was inattentive or lost control of the Freightliner and
5 drove it off the road and onto the shoulder of the road thereby
6 hitting plaintiff.

7
8 15. In failing to reasonably select, hire and retain intelligent,
9 skilled and competent drivers to safely operate it's Freightliners,
10 defendant CTSI was negligent.

11
12 16. As a direct and proximate result of the negligence of
13 defendant CTSI, plaintiff suffered serious bodily injuries.

14
15 17. In operating the Freightliner in the manner described above,
16 defendant Elliott was negligent and violated 16 GCA 3301 and other
17 laws of Guam.

18
19 18. As a direct and proximate result of the negligence of
20 defendant Elliott while acting within the course and scope of his
21 employment with defendant CTSI, plaintiff suffered serious bodily
22 injuries.

23
24 **FIRST CLAIM - PERSONAL INJURY**

25 19. Plaintiff repeats and realleges each and every allegation of
26 paragraphs 1 through 18 of the Complaint herein.

1 20. As a direct and proximate result of the negligence of
2 defendants CTSI and Elliott, individually and/or jointly, plaintiff
3 suffered multiple catastrophic injuries to his body including, but
4 not limited to, spinal injuries resulting in complete paraplegia,
5 multiple bilateral rib fractures, fractured sternum, fractured
6 tibia, fractured ankle, pelvic fracture, and other injuries, all of
7 which have caused and will continue to cause severe pain and
8 suffering, mental anxiety, inconvenience, disfigurement, permanent
9 physical impairment and loss of enjoyment of life.

10
11 21. As a further direct and proximate result of the negligence of
12 defendants CTSI and Elliott, individually and/or jointly, plaintiff
13 has incurred and continues to incur replacement services loss in an
14 amount to be proven at trial.

15
16 22. As a further direct and proximate result of the negligence of
17 defendants CTSI and Elliott, individually and/or jointly, plaintiff
18 has incurred and continues to incur medical and incidental expenses
19 for treatment of his injuries in an amount to be proven at trial.

20
21 23. As a further direct and proximate result of the negligence of
22 defendants CTSI and Elliott, individually and/or jointly, plaintiff
23 has been placed in a position where he will require continued long
24 term care, physical therapy and medical and ordinary supplies for
25 the rest of his life, which he would otherwise not have needed had
26 he not been so catastrophically injured, in an amount to be proven
27 at trial.

1 24. As a further direct and proximate result of the negligence of
2 defendants CTSI and Elliott, individually and/or jointly, plaintiff
3 has permanently lost his capacity to earn income in an amount to be
4 proven at trial.

5
6 **SECOND CLAIM - DEFENDANT CENTURY INSURANCE COMPANY**

7 25. Plaintiff repeats and realleges each and every allegation of
8 paragraphs 1 through 18 and 20 through 24 of the Complaint herein.

9
10 26. At all relevant times herein, defendant CTSI was insured by a
11 liability insurance policy issued by defendant Century Insurance
12 covering liability for claims such as those set forth above. Said
13 insurance policy was in full force and effect at all relevant times
14 herein.

15
16 27. Pursuant to the coverage contained in said insurance policy,
17 and pursuant to 22 GCA §18305, plaintiff is entitled to maintain a
18 direct action against defendant Century Insurance upon the terms
19 and limits of the policy and, accordingly, plaintiff is entitled to
20 recover against Century Insurance in an amount equal to any
21 judgment recovered against defendant CTSI up to applicable policy
22 limits.

23
24 **WHEREFORE,** plaintiff prays for relief as follows:

25
26 1. General damages of \$50,000,000.00 for the personal injury
27 of plaintiff;

2. Damages for past, present and future medical and incidental expenses of plaintiff in an amount to be proven at trial;

3. Damages for continued long term care, physical therapy and medical and ordinary supplies for the rest of his life in an amount to be proven at trial;

4. Damages for replacement services loss in an amount to be proven at trial;

5. Damages for the permanent loss of income capacity of plaintiff in an amount to be proven at trial;

6. Costs of suit; and

7. Such other relief as the Court may deem just and proper.

KEOGH LAW OFFICE
Attorneys for Plaintiff

DATE: October 28, 2022

BY: /s/
ROBERT L. KEOGH